

**LAND USE COVENANT IMPLEMENTATION AND ENFORCEMENT PLAN  
FOR**

**Techalloy Company Inc.  
2500 A Street,  
Perris, CA 92370**

The Department of Toxic Substances Control (DTSC) and Techalloy Company Inc., as owner and Covenantor, have recorded a Covenant to Restrict Use of Property dated April 24, 2006 (hereinafter referred to as the "Land Use Covenant") to carry out the corrective action selected by the U.S. Environmental Protection Agency and implemented by DTSC for the property located at 2500 A Street, Perris, California (the "Property") in accordance with California Code of Regulations, title 22, section 67391.1. The Land Use Covenant shall be implemented and enforced in accordance with the following Land Use Covenant Implementation and Enforcement Plan (LUC Plan).

1. Prior to any sale of the Property by Covenantor, Covenantor shall file for recording the fully executed Land Use Covenant, provide a copy of the Land Use Covenant to any buyer of the Property from Covenantor and otherwise comply with all requirements of the Land Use Covenant pertaining to conveyance of the Property. The Land Use Covenant, by its terms, runs with the land and is binding upon Covenantor and all successive owners and occupants of the Property.
2. DTSC may inspect the Property annually for compliance with the Land Use Covenant. Any violation of the Land Use Covenant will be grounds for DTSC to take enforcement action in accordance with applicable law.
3. Pursuant to title 22, California Code of Regulations, section 67391.1, subdivision (h), Covenantor shall reimburse DTSC for the costs associated with the administration of this LUC Plan, including but not limited to the costs associated with the inspection described in Paragraph 2. An estimate of DTSC's annual costs is attached as Exhibit A showing the amount of \$3952.55. It is understood by the parties that this amount is only a cost estimate for the activities shown in Exhibit A and it may differ from the actual costs incurred by DTSC in overseeing these activities or in implementing this LUC Plan. DTSC will provide Covenantor with a quarterly billing statement, which will include the name(s) of the employee(s), identification of the activities, the amount of time spent, and the hourly rate charged. Identification of activities can be provided upon request. If Covenantor does not pay an invoice within 60 days of the date of the billing statement, the amount is subject to interest as provided by Health and Safety Code section 25360.1. DTSC will retain all cost records associated with the work performed under this LUC Plan as required by

state law. DTSC will make all documents that support DTSC's cost determination available for inspection upon request, as provided by the Public Records Act. Any dispute concerning DTSC's costs is subject to the Dispute Resolution provision in the May 8, 1996 Post-Closure Permit and the dispute resolution procedures as established pursuant to Health and Safety Code section 25206.2, subdivision (b)(2)(H). DTSC reserves its right to recover unpaid costs under applicable state and federal laws. All payments shall be made within 30 days of the date of the billing statement by check payable to the Department of Toxic Substances Control and shall be sent to:

Accounting Unit  
Department of Toxic Substances Control  
P. O. Box 806  
Sacramento, California 95812-0806

All checks shall reference the name of the Facility and the Covenantor's name and address.

4. As provided in the Land Use Covenant, DTSC shall have reasonable right of entry and access to the property for inspection, monitoring and other activity consistent with the purposes of enforcing the Land Use Covenant as deemed necessary in order to protect public health and the environment.

//original signed by//

DTSC Branch Chief Signature

Karen Baker

DTSC Branch Chief Name

April 25, 2006

Date

Attachment A

**Techalloy Land Use Covenant  
Project Manager: Robert Romero**

	Applicability (Y/N)	Size	W L S Hours	Project Officer HSE		Supervisor HSE			Clerical Support			Industrial Hygienist Support			Totals		
Task				Hours to be Charged	Hourly Rate \$128	Cost	Hours to be Charged	Hourly Rate \$143	Cost	Hours to be Charged	Hourly Rate \$61	Cost	Hours to be Charged	Hourly Rate \$114	Cost		
Land Use Covenant Enforcement																	
				8	\$1,024		0	\$0								\$1,024.00	
				10	\$1,280		1	\$143						2	\$228	\$1,651.00	
				5	\$640		0	\$0		2	\$122			\$0		\$762.00	
Subtotal:				23	\$2,944		1	\$143		2	\$122			2	\$228		\$3,437.00
														15% Contingency		\$515.55	
														Total		\$3,952.55	